

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

BETTY BOLLING, individually and on
behalf of those similarly situated,

Plaintiff,

v.

BOB'S DISCOUNT FURNITURE, LLC,

Defendant.

Docket No. 1:20-cv-10924-JGK

SECOND
DECLARATION OF DEAN LOTUFO IN SUPPORT OF
DEFENDANT'S MOTION TO COMPEL ARBITRATION AND STAY

I, Dean Lotufo, do declare and say:

1. I am over the age of 18 and competent to make this declaration.
2. I am the Vice President of Finance of Bob's Discount Furniture, LLC ("BDF").
3. I began working for BDF in 2012 and have been in my current position since that time. As a result, I have extensive personal knowledge of its business practices, including record keeping. The following is based on my personal knowledge as well as my review of the relevant business records.
4. I submit this second declaration in support of BDF's Motion to Compel Arbitration and Stay in the above-captioned action in response to Plaintiff Betty Bolling's contention that there was not not reasonably conspicuous disclosure of the two agreements to arbitrate that are at issue.
5. The terms of the Goof Proof Contract, including its arbitration provision were presented pre-sale on the BDF website. When Plaintiff was presented with the option

of adding a Goof Proof contract to her shopping cart, she was given a link to a summary of the plan. That page included a prominent button reading “See Terms and Conditions” that led to an arbitration provision. That button appeared as follows:

Bob's Goof Proof pricing (Amounts based on subtotal)			
Order Subtotal	Goof Proof Fee		
\$0 - \$299.99	\$39.99	\$1500 - \$1999.99	\$249.99
\$300 - \$399.99	\$49.99	\$2000 - \$2499.99	\$299.99
\$400 - \$599.99	\$69.99	\$2500 - \$2999.99	\$349.99
\$600 - \$999.99	\$99.99	\$3000 - \$4999.99	\$399.99
\$1000 - \$1299.99	\$149.99	\$5000 - \$20000	\$499.99
\$1300 - \$1499.99	\$199.99		

*All claims must be reported within 30 days of the incident. Some exclusions apply. See protection plan terms and conditions for details. A copy of the plan is available for review at a Bob's store. You'll receive a copy of your protection plan documents via the email address that you provided at the time of purchase. You may also view your documents online by visiting mybobs.com/goof-proof and clicking on "File A Goof Claim". If you have any questions, please contact Guardian online or at (800) 538-9500.

** Covered after the manufacturer's warranty has expired. Coverage for motors is limited to a single incident.

Protection plans provided by CNA Warranty Services, Inc. or one of its affiliates and administered by Guardian Protection Products Inc.

Hickory, NC | GuardianProducts.com | LC-GDBSTAINSBB 05/2022

See Terms & Conditions

6. In addition, Plaintiff was sent an e-mail attaching her Good Proof Contract which contained those same terms and conditions, including the arbitration proviusion.. The body of the e-mail read as follows:

This letter is a follow up to the protection plan purchase you made for your furniture related item(s). Attached is a copy of the terms and conditions of your protection plan. If you have any questions at this time regarding your protection plan, please contact customer service at the phone number shown on the attached plan documents or email us at gwarranty@guardianproducts.net.

PLEASE NOTE – your cover letter may contain inconsistencies based on the timing of your registration and furniture delivery dates, however, your claim eligibility will be determined based on the actual dates and amounts from your original sales/delivery receipt(s) not from the information provided on your cover letter should it be different.

7. The Goof Proof Contract referred to in the preceding paragraph is attached to my accompanying June 29, 2023 Declaration as Exhibit

A.

8. In addition, BDF sent Plaintiff an e-mail attaching her Sales Receipt, which also contained an arbitration provision, immediately following her purchase. That e-mail stated as follows:

Thank you for making my Bob's Discount Furniture part of your home. I know you will enjoy your new furniture for many years. Please find a copy of your sales order receipt attached.


If you have any questions regarding your order please contact the store where you made your purchase. The store phone number can be located on the top of your sales order receipt.

If you have any questions regarding your delivery don't hesitate to call my Customer Care Department at (860)474-1000, associates are available 8:00 AM to 10:00 PM EST Monday through Saturday and 10:30 AM to 7:00 PM EST Sunday.

Thanks!
BOB

10. The Sales Receipt referred to the the preceding paragraph is attached to my June 29, 2023 Declaration as Exhibit B.

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



Dean Lotufo

DATED: August 16, 2023